

STANDARD FORM 1449 (REV 4/2002)
Prescribed by GSA
FAR (48 CFR) 53.212

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

PAGE 2 OF 27

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	
		42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

CONTINUATION

Payments for work covered under this purchase order shall be made by the Environmental Protection Agency:

Environmental Protection Agency
Cincinnati Financial Management Center
ATTN: Accounting Operations
Suite 300
26 W. Martin Luther King Drive, MS 002
Cincinnati, OH 45268

Verbal confirmation of award was given on 11 August 2005 to Don Ferguson by Vincent Daniels.

Period of performance is in strict accordance with the attached statement of work dated 25 July 2005.

Notice to Proceed with work covered under this purchase order shall be issued on or before 22 August 2005.

Contracting Officer Representative (COR) for this purchase order will be Richard Fink at (208)-762-5915 ext. 222.

CF:

Don Ferguson, (dsfergusoncontracting@usamedia.tv)

Ph: (208)-784-7604 Fax: (208)-783-1164

Lisa Cass

Elizabeth Dierich

Richard Fink

David Roden

Susan Weber

Vincent Daniels

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lump Sum	\$90,175.00	\$90,175.00

BUNKER HILL-WEED CONTROL CONTRACT

FFP

Provide all labor, materials, and equipment necessary to perform spraying and removal of noxious weeds throughout 1,100 acres of the Bunker Hill Hilisides site, located in Kellogg, ID in strict accordance with the statement of work dated 25 July 2005 and SCA Wage Determination No: 94-2159 REV (25) issued 05/17/2005.

Item No.	Description	QTY	Unit	U. Price	Total
0001	2005 Summer Season Weed Spraying	1	L.S.	\$9,540.00	\$9,540.00
0002	2005 Fall Season Weed Spraying	1	L.S.	\$14,900.00	\$14,900.00
TOTAL BASE AMT: \$24,350.00					

Optional Items

Item No.	Description	QTY	Unit	U. Price	Total
0003	2006 Spring Season Weed Spraying	1	L.S.	\$43,275.00	\$43,725.00
0004	2006 Summer Season Weed Spraying	1	L.S.	\$6,200.00	\$6,200.00
0005	2006 Fall Season Weed Spraying	1	L.S.	\$15,900.00	\$15,900.00
TOTAL OPTION AMT: \$65,825.00					

PURCHASE REQUEST NUMBER: W68MD9-5181-9615

NET AMT	\$90,175.00
---------	-------------

ACRN AA Funded Amount	\$90,175.00
-----------------------	-------------

FOB: Destination

ITEM(S) 0001 - STATEMENT OF WORK**Bunker Hill Superfund Site: Hillsides Revegetation Project
Spraying / Removing Noxious Weeds****Statement of Work (SOW)
July 25, 2005**

1.0 General Information

1.1 Scope of Services. This project is for the spraying and removing of all noxious weeds throughout 1,100 acres of the Bunker Hill Hillsides site, located in Kellogg, Idaho. There is an approximate twenty-five (25) percent density coverage of noxious weeds sporadic throughout the entire site. The purpose of this statement of work is to define what the scope of work is for the Contractor and what the expectations the Government has for this effort.

1.2 Site History. Operable Unit 2 (OU2) of the Bunker Hill Superfund Site is a 21 square mile area located in Shoshone County, Idaho. The sources of contamination are related to the Bunker Hill Mine Complex, a major producer of lead and zinc ore, as well as tailings from areas that have been mined upstream of the site. The Complex included a milling and concentrating operation, a lead smelter, an electrolytic zinc plant, a phosphoric acid and phosphate fertilizer plant, two sulfur plants, and a cadmium plant. Various portions of the facility had been in operation for almost 100 years. In 1981 most operations at the complex were discontinued.

1.3 Location. The Contractor is advised that the Bunker Hill Hillsides are in a remote location and much of the site is inaccessible by land-based equipment. The site has non-maintained, primitive roads and 56 miles of sloped terraces. The site terrain consists of steep slopes of rocky, talus hillsides. Stumps, rocks, and/or other debris may be present in and around the areas.

1.4 Safety. Due to the safety hazards present at the Superfund site, there are special requirements that shall be maintained by the Contractor in accordance with the Corps of Engineers Health & Safety Manual, date November 3rd 2003 in EM385-1-1. The Contractor can contact the COR with inquiries or to receive additional information upon award. All crewmembers shall be informed of conditions of lead contamination present in the soil and throughout the site. The professional quality, safety and the coordination of all services are the Contractor's responsibility.

2.0 Government Furnished Property

2.1 The Government will NOT furnish any equipment or facilities for the spraying or removal of noxious weeds in this contract.

2.2 The Government will furnish approximately 10 tons of solid, pellet-formed BIOSOL TM fertilizer.

3.0 Contractor Furnished Property

3.1 The Contractor shall provide personnel, management, supplies, equipment (in good working condition) and any other items and services necessary to perform this scope of work. The Contractor & crewmembers shall be certified with necessary licensing for applying chemical sprays and noxious weed plant removal as per the chemical manufacturer's recommendation. It is recommended that crews consisting of 10-20 crewmembers shall cover the larger tracts of the site to expedite spraying and ensure 100% coverage with shorter elapses between spraying sessions.

3.2 The Contractor shall furnish and use the appropriate equipment to spray and remove all noxious weeds. Noxious weeds shall be sprayed/removed using mechanical methods, using either hand equipment or machinery, or preferably some combination thereof.

3.3 The Contractor shall furnish and use the appropriate equipment to apply solid, pellet-formed BIOSOL TM fertilizer. Fertilizer shall be applied using mechanical methods that best accommodate the variable terrain within the areas designated for fertilizer application.

3.4 The Contractor shall furnish and use equipment that is flexible to accommodate the variable terrain of non-maintained, primitive roads with steep slopes of rocky, talus hillsides. The professional quality, safety and the coordination of all equipment are the Contractor's responsibility.

3.5 The use of tracked equipment and/or other equipment that causes soil disturbance will be prohibited from these locations to minimize soil disturbance. Prohibition of using this type of equipment will be indicated in site description(s) and/or with location maps of specific sensitive areas. Excavator/dozer type equipment may not be used under this contract. All equipment and application methods are subject to the approval of the COR.

4.0 Specification and Specific Tasks

4.1 The Contractor shall locate and mark spraying locations on the site with stakes and/or flagging prior to execution of this work. Spraying/removal shall not begin until the COR has inspected and approved locations for application.

4.2 The Contractor shall finish each project area before moving onto the next project area to avoid having multiple areas in various phases of completion. The Contractor may only enter approved areas and must report to the Project Trailer Office located on site upon entering and departing any project location. The Corps of Engineers Quality Assurance Team Member shall be notified of any access requirements or impediments within terraces and/or needs of the Contractor for project area access.

4.3 The following noxious weeds have been identified on the site and shall be sprayed: Knapweed (*Centaurea species*), Hawkweed (*Hieracium species*), Dalmatian Toad-flax (*Linaria species*), Thistles (*Cirsium species*), and Cheatgrass (*Bromus secalinus*). The Contractor shall monitor scheduling of spraying to ensure 100% herbicide spraying is completed throughout the entire site. The Corps of Engineers Quality Assurance Team Member shall be notified of any additional noxious weeds identified by the Contractor and/or the crewmembers.

4.4 It is the Contractor's responsibility to spray/remove all noxious weeds present throughout the 1,100 acres of the project location. All woody debris that is accumulated throughout the duration of the project will be taken off site and disposed of by the Contractor.

4.5 All noxious weed spraying shall be in compliance with Idaho State Regulations. Specific information in regards to Idaho Statutes and Regulations can be found at the following website: <http://www.agri.state.id.us/Categories/PlantsInsects/NoxiousWeeds/indexnoxweedmain.php> In addition, the Contractor can call the University of Idaho-Moscow at (208) 885.7982 for distribution of current regulations and reference material such as the PNW Weed Control Handbook.

4.6 The Contractor shall spray chemicals known for their effectiveness with noxious weed reduction and elimination as determined by local practice. Any utilization of a surfactant shall be added per manufacturer's recommendation. The Contractor shall submit a chemical application plan for the site that details chemical choice, quantity requirements and identifies targeted noxious weeds and frequency of spraying. The following chemicals have been previously sprayed on the site: Redeem R&P Herbicide throughout spring and summer applications on knapweed, hawkweed and early toadflax; Plateau on toadflax after first frost and Round-up on the Cheatgrass.

4.7 Before spraying, the Contractor shall calibrate equipment to ensure precise application and economical use of herbicide. The Contractor and crewmembers shall keep spraying equipment high enough to clear foliage and provide suitable coverage, but low enough to minimize the chance of drift. It is essential to maintain constant sprayer pressure and to apply an adequate total spray volume to ensure good coverage. Foam markers are recommended to avoid skips in spray coverage or excessive overlaps.

4.8 Spraying shall occur only on noxious weeds present on site. All herbicide application shall not contact foliage, green bark of desirable trees, or exposed roots/suckers of desirable species. Chemical sprays shall avoid waterways and be sensitive to potential drift around the open waterways throughout aerial spraying. Some project locations may be composed of higher quality habitats that host desirable plant and animal species.

4.9 All work shall be performed under favorable weather and soil moisture conditions as determined by local practice and as specified by manufacturer's recommendation for the chemical spray requirements.

4.10 In additional areas to be indicated by the COR in the field, the Contractor shall spray approximately 10 tons of Government furnished solid, pellet-formed BIOSOL fertilizer.

5.0 Terrain

5.1 The Contractor shall use caution and care when working in and around the site locations. All roadways, terraces and slopes that lie within the project boundary are potential locations for noxious weed spraying and removal. Many of the locations require manual deployment of workers required to hike steep terrain along primitive roads and throughout steep slopes of rocky, talus hillsides. Due to the conditions of the terrain, a site visit is recommended.

5.2 Noxious weeds have been identified in Deadwood, Government and Grouse Gulches. Vegetation cover in these Gulches varies and areas of lower plant coverage on east-facing slopes have previously resulted in a greater spread of noxious weeds.

5.3 All roadways and terraces throughout the site shall be sprayed to an offset of 4' where noxious weeds are present. All roadways shall be sprayed on site South of McKinley between the Mine Haul Road to the East and the Ridge between Government and Grouse Gulch to the West. The Southern Boundary shall be defined as the tree line below the Silver Mountain road.

5.4 Noxious weeds that are present beyond 4' from roadway edge and throughout the 56 miles of terraces shall be sprayed directly upon weed base. Crewmembers shall walk terraces to treat noxious weeds encountered, to ensure 100% chemical application and to monitor weed presence after application. Weed control canes application methods have been previously used in these areas to control the application to the target plant with the wick. This cane method has proven to save water, use lower amounts of chemical and to reduce the labor effort during application.

5.5 Roadways, terrace elevations and Gulches within the site boundary are labeled and identified in the attached location map. Colonies of noxious weeds have a sporadic presence throughout all the terrain within the site boundary. Additional maps shall be provided upon award.

6.0 Submittal Requirements

6.1 The Contractor shall maintain daily logs for a Weekly report to include chemical quantities, product used, targeted noxious weeds, areas sprayed & hours of labor. Unforeseen delays due to inclement weather shall be documented. The Contractor shall maintain maps to document all spraying and removal activities, identified weed colonies and method of application and frequency within the site boundary.

6.2 A Final Summary Report shall contain an accurate, up-to-date account of all work completed during the spray/removal activities and be submitted to the USACE Quality Assurance Representative.

It shall also include tasks completed to include, but not limited to, the following: 1) areas and acreages that have received brush removal and 2) a map that documents all spraying and removal activities and 3) problems/issues that may have occurred during the season.

7.0 Schedule

7.1 The Contractor is authorized to work seven days a week. The first application of spraying and removing shall be completed within 30 calendar days from the notice to proceed date. The second season of spraying and removing shall occur in the fall after first frost but before the advent of the rains in the fall season.

7.2 The Contractor shall identify the costs for chemical spray/removal for the approximate twenty-five (25) percent density coverage of noxious weeds sporadic throughout the 1,100 acres of the entire. The Contractor shall identify unit costs of acreages for mechanical method spray application and acreage using manual methods i.e. cane method application. For the purposes of bid preparation, a site visit is recommended.

8.0 Option Items

8.1 Additional chemical applications and noxious weed removals may be performed in conjunction with the tasks described above and performed throughout the calendar year 2006 at the discretion of the government. All associated labor, allocated by work hours, with equipment and necessary materials shall be performed in accordance with the specifications as identified throughout the scope of work.

8.2 These are the following optional tasks which may or may not be awarded. Optional item 0003 if determined to be necessary shall be awarded within 180 days of the base award and all subsequent items shall be awarded within 90 days of the previously awarded option:

- Spraying and removing of noxious weeds, after winter snowmelt in the spring of 2006 and upon first indication of noxious weed emergence.
- Continuous spraying, on a schedule of every 60 days after completion of previous spraying/removing application.
- Last spray application and removal shall occur before October 15th, 2006.
- Additional spray applications of Government furnished solid, pellet-formed BIOSOL fertilizer. Quantity to be bid at a unit acre cost per application.

9.0 Payment

9.1 Tentative acceptance of work delivered in any installment will be the basis for estimating partial payments for completed work but shall not be construed as final acceptance. The contractor shall correct work tentatively accepted but proven by subsequent inspection to be not acceptable. Final

acceptance of the work will not be made until all work under the task order has been delivered and found to be acceptable.

9.2 Payment requests shall be submitted to the Seattle District COR once each month. The requests shall be mailed to:

Department of the Army, Eastern Environmental Resident Office
ATTN: NWS-EC-NW-EE (Richard Fink)
7600 Mineral Drive Suite 100
Coeur d'Alene, Idaho 83815

10.0 Project Coordinator and/or Manager

USACE Seattle District Project Manager. The USACE Project Manager for this project is Lisa Cass, Seattle District, telephone number 206-764-3674; FAX 206-764-3706. Any questions regarding the work under this contract should be directed to Ms. Lisa Cass.

USACE Seattle District Program Manager. The USACE Program Manager for this project is Mrs. Elizabeth Dierich, Seattle District, telephone number 206-764-3265; FAX 206-764-3706.

USACE Eastern Environmental Resident Engineer & COR. The USACE COR for this project is Mr. Richard Fink, telephone number 208-762-5915 (222) and FAX number 208-762-5905.

USACE Eastern Environmental Quality Assurance Representative. The Quality Assurance Representative at Project Trailer Kellogg Office is Mr. Paul Erickson, telephone number 208-208-762-5915 (224) and FAX number 208-762-5905.

Contractor Project Coordinator or Manager. The Contractor shall appoint a project coordinator or manager to serve as a single point of contact and liaison between the Contractor and the COR and/or his representative(s) for all work required under the contract. Upon award of the contract, the Contractor shall immediately furnish the name of the designated individual to the COR, in writing. The project coordinator or manager will be responsible for the complete coordination of all work developed under the contract. All work will be accomplished with adequate internal controls and review procedures, which will eliminate conflicts, errors and omissions and ensure technical accuracy.

11.0 General Provisions

11.1 An evaluation of contractor performance will be prepared at completion of the report and be kept on file for six years. **If it is found that the contractor is not performing within the Scope of Work and interim evaluation may be warranted at which time the contractor will have the**

opportunity to address and make the necessary corrections. Depending on the severity of the problem, an unsatisfactory performance rating may be given.

11.2 The Contractor shall not proceed or initiate any work prior to receipt of approval by the Contracting Officer/COR. Any work done without being directed to do so by the Contracting Officer/COR shall be at the contractor's own risk.

12.0 Completion and Submittal Schedule

Base Items

Item

<u>No.</u>	<u>Description</u>	<u>QTY</u>	<u>Unit</u>	<u>U. Price</u>	<u>Total</u>
0001	2005 Summer Season Weed Spraying	1	Lump Sum	\$_____	\$_____
0002	2005 Fall Season Weed Spraying	1	Lump Sum	\$_____	\$_____
TOTAL BASE AMT: _____					

Optional Items

Item

<u>No.</u>	<u>Description</u>	<u>QTY</u>	<u>Unit</u>	<u>U. Price</u>	<u>Total</u>
0003	2006 Spring Season Weed Spraying	1	Lump Sum	\$_____	\$_____
0004	2006 Summer Season Weed Spraying	1	Lump Sum	\$_____	\$_____
0005	2006 Fall Season Weed Spraying	1	Lump Sum	\$_____	\$_____
TOTAL OPTION AMT: _____					

ACCOUNTING AND APPROPRIATION DATA

AA: 68X81450000 000000 3200C94LGG010341 NA NA
 COST 000000000000
 CODE:
 AMOUNT: \$90,175.00

CLAUSES INCORPORATED BY REFERENCE

52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.232-11	Extras	APR 1984
52.242-17	Government Delay Of Work	APR 1984
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.247-5	Familiarization With Conditions	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2003)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I (MAR 1999) to 52.219-5.

___ (iii) Alternate II to (JUNE 2003) 52.219-5.

X (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

X (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

___ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).

X (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

X (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

X (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

X (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

___ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

___ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

___ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Jan 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (25) 52.225-5, Trade Agreements (Jan 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (26) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

____ (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

____ (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

____ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

____ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

____ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

____ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

____ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

X (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 180 days of the bas award and all subsequent items may be awarded within 90 days of the previously awarded option.

(End of clause)

WAGE RATES

SCA NO: 94-2159 REV-25 ISSUED 05/17/2005

WAGE DETERMINATION NO: 94-2159 REV (25) AREA: ID, STATEWIDE

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD: 94-2160

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of LaborU. S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D. C. 20210William W. Gross Division of
Director Wage DeterminationsWage Determination No.: 1994-2159
Revision No.: 25
Date Of Revision: 05/17/2005State: Idaho
Area: Idaho Statewide

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations

01011 - Accounting Clerk I	9.28
01012 - Accounting Clerk II	10.72
01013 - Accounting Clerk III	12.07
01014 - Accounting Clerk IV	13.18
01030 - Court Reporter	18.73
01050 - Dispatcher, Motor Vehicle	15.94
01060 - Document Preparation Clerk	10.83
01070 - Messenger (Courier)	9.49
01090 - Duplicating Machine Operator	10.83
01110 - Film/Tape Librarian	11.00
01115 - General Clerk I	9.18
01116 - General Clerk II	10.38
01117 - General Clerk III	11.34
01118 - General Clerk IV	12.46
01120 - Housing Referral Assistant	12.98
01131 - Key Entry Operator I	10.43
01132 - Key Entry Operator II	11.43
01191 - Order Clerk I	10.12
01192 - Order Clerk II	11.11
01261 - Personnel Assistant (Employment) I	10.23
01262 - Personnel Assistant (Employment) II	11.36
01263 - Personnel Assistant (Employment) III	12.65
01264 - Personnel Assistant (Employment) IV	14.04
01270 - Production Control Clerk	17.04
01290 - Rental Clerk	10.03
01300 - Scheduler, Maintenance	10.54
01311 - Secretary I	10.54
01312 - Secretary II	12.18
01313 - Secretary III	12.98
01314 - Secretary IV	14.41
01315 - Secretary V	15.99
01320 - Service Order Dispatcher	14.71
01341 - Stenographer I	16.25
01342 - Stenographer II	18.06
01400 - Supply Technician	14.41
01420 - Survey Worker (Interviewer)	9.42
01460 - Switchboard Operator-Receptionist	9.75

01510 - Test Examiner	12. 18
01520 - Test Proctor	12. 18
01531 - Travel Clerk I	10. 21
01532 - Travel Clerk II	10. 72
01533 - Travel Clerk III	11. 62
01611 - Word Processor I	11. 67
01612 - Word Processor II	12. 04
01613 - Word Processor III	13. 28
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	10. 67
03041 - Computer Operator I	11. 21
03042 - Computer Operator II	13. 45
03043 - Computer Operator III	15. 72
03044 - Computer Operator IV	18. 32
03045 - Computer Operator V	19. 37
03071 - Computer Programmer I (1)	16. 02
03072 - Computer Programmer II (1)	20. 80
03073 - Computer Programmer III (1)	25. 84
03074 - Computer Programmer IV (1)	27. 62
03101 - Computer Systems Analyst I (1)	24. 04
03102 - Computer Systems Analyst II (1)	25. 82
03103 - Computer Systems Analyst III (1)	27. 62
03160 - Peripheral Equipment Operator	11. 21
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	16. 38
05010 - Automotive Glass Installer	13. 21
05040 - Automotive Worker	13. 06
05070 - Electrician, Automotive	13. 39
05100 - Mobile Equipment Servicer	10. 67
05130 - Motor Equipment Metal Mechanic	14. 69
05160 - Motor Equipment Metal Worker	13. 06
05190 - Motor Vehicle Mechanic	14. 69
05220 - Motor Vehicle Mechanic Helper	10. 67
05250 - Motor Vehicle Upholstery Worker	12. 34
05280 - Motor Vehicle Wrecker	13. 06
05310 - Painter, Automotive	13. 95
05340 - Radiator Repair Specialist	14. 17
05370 - Tire Repairer	10. 02
05400 - Transmission Repair Specialist	14. 69
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8. 29
07010 - Baker	10. 33
07041 - Cook I	8. 06
07042 - Cook II	9. 35
07070 - Dishwasher	7. 20
07130 - Meat Cutter	12. 75
07250 - Waiter/Waitress	7. 64
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	12. 32
09040 - Furniture Handler	10. 87
09070 - Furniture Refinisher	12. 32
09100 - Furniture Refinisher Helper	10. 87
09110 - Furniture Repairer, Minor	10. 90
09130 - Upholsterer	12. 32
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	7. 89
11060 - Elevator Operator	8. 46
11090 - Gardener	11. 71
11121 - House Keeping Aid I	7. 96
11122 - House Keeping Aid II	8. 48
11150 - Janitor	8. 89
11210 - Laborer, Grounds Maintenance	9. 91
11240 - Maid or Houseman	7. 46
11270 - Pest Controller	13. 75
11300 - Refuse Collector	12. 39
11330 - Tractor Operator	13. 02
11360 - Window Cleaner	9. 37
12000 - Health Occupations	
12020 - Dental Assistant	12. 92
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	13. 13

12071 - Licensed Practical Nurse I	11. 86
12072 - Licensed Practical Nurse II	13. 29
12073 - Licensed Practical Nurse III	14. 87
12100 - Medical Assistant	11. 35
12130 - Medical Laboratory Technician	15. 05
12160 - Medical Record Clerk	11. 24
12190 - Medical Record Technician	13. 54
12221 - Nursing Assistant I	8. 73
12222 - Nursing Assistant II	9. 82
12223 - Nursing Assistant III	10. 71
12224 - Nursing Assistant IV	12. 01
12250 - Pharmacy Technician	12. 23
12280 - Phlebotomist	12. 94
12311 - Registered Nurse I	19. 66
12312 - Registered Nurse II	22. 40
12313 - Registered Nurse II, Specialist	22. 40
12314 - Registered Nurse III	26. 68
12315 - Registered Nurse III, Anesthetist	26. 68
12316 - Registered Nurse IV	29. 88
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	19. 57
13011 - Exhibits Specialist I	13. 15
13012 - Exhibits Specialist II	16. 79
13013 - Exhibits Specialist III	19. 93
13041 - Illustrator I	13. 15
13042 - Illustrator II	16. 30
13043 - Illustrator III	19. 93
13047 - Librarian	18. 04
13050 - Library Technician	11. 00
13071 - Photographer I	12. 36
13072 - Photographer II	15. 84
13073 - Photographer III	17. 75
13074 - Photographer IV	21. 82
13075 - Photographer V	26. 83
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7. 65
15030 - Counter Attendant	7. 65
15040 - Dry Cleaner	9. 10
15070 - Finisher, Flatwork, Machine	7. 65
15090 - Presser, Hand	7. 65
15100 - Presser, Machine, Drycleaning	7. 65
15130 - Presser, Machine, Shirts	7. 65
15160 - Presser, Machine, Wearing Apparel, Laundry	7. 65
15190 - Sewing Machine Operator	9. 67
15220 - Tailor	10. 26
15250 - Washer, Machine	8. 00
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	12. 32
19040 - Tool and Die Maker	18. 45
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	15. 51
21020 - Material Coordinator	17. 06
21030 - Material Expediter	17. 06
21040 - Material Handling Laborer	10. 54
21050 - Order Filler	10. 95
21071 - Forklift Operator	11. 89
21080 - Production Line Worker (Food Processing)	11. 89
21100 - Shipping/Receiving Clerk	11. 09
21130 - Shipping Packer	11. 55
21140 - Store Worker I	9. 04
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	12. 55
21210 - Tools and Parts Attendant	11. 89
21400 - Warehouse Specialist	11. 89
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	19. 18
23040 - Aircraft Mechanic Helper	12. 95
23050 - Aircraft Quality Control Inspector	20. 66
23060 - Aircraft Servicer	15. 80
23070 - Aircraft Worker	16. 72
23100 - Appliance Mechanic	13. 79

23120 - Bicycle Repairer	9.30
23125 - Cable Splicer	21.82
23130 - Carpenter, Maintenance	15.14
23140 - Carpet Layer	15.99
23160 - Electrician, Maintenance	19.82
23181 - Electronics Technician, Maintenance I	17.56
23182 - Electronics Technician, Maintenance II	22.00
23183 - Electronics Technician, Maintenance III	26.06
23260 - Fabric Worker	15.05
23290 - Fire Alarm System Mechanic	17.27
23310 - Fire Extinguisher Repairer	13.93
23340 - Fuel Distribution System Mechanic	19.00
23370 - General Maintenance Worker	14.93
23400 - Heating, Refrigeration and Air Conditioning Mechanic	16.05
23430 - Heavy Equipment Mechanic	16.72
23440 - Heavy Equipment Operator	16.25
23460 - Instrument Mechanic	18.08
23470 - Laborer	10.54
23500 - Locksmith	15.90
23530 - Machinery Maintenance Mechanic	18.08
23550 - Machinist, Maintenance	14.92
23580 - Maintenance Trades Helper	10.91
23640 - Millwright	19.00
23700 - Office Appliance Repairer	17.02
23740 - Painter, Aircraft	14.91
23760 - Painter, Maintenance	14.60
23790 - Pipefitter, Maintenance	21.17
23800 - Plumber, Maintenance	19.04
23820 - Pneudraulic Systems Mechanic	18.08
23850 - Rigger	18.08
23870 - Scale Mechanic	16.04
23890 - Sheet-Metal Worker, Maintenance	15.85
23910 - Small Engine Mechanic	11.80
23930 - Telecommunication Mechanic I	18.59
23931 - Telecommunication Mechanic II	21.25
23950 - Telephone Lineman	18.59
23960 - Welder, Combination, Maintenance	14.27
23965 - Well Driller	18.05
23970 - Woodcraft Worker	18.08
23980 - Woodworker	12.48
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	7.82
24580 - Child Care Center Clerk	12.22
24600 - Chore Aid	7.78
24630 - Homemaker	8.29
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	17.48
25040 - Sewage Plant Operator	15.17
25070 - Stationary Engineer	17.48
25190 - Ventilation Equipment Tender	12.76
25210 - Water Treatment Plant Operator	15.17
27000 - Protective Service Occupations	
(not set) - Police Officer	21.40
27004 - Alarm Monitor	13.63
27006 - Corrections Officer	18.00
27010 - Court Security Officer	19.14
27040 - Detention Officer	18.00
27070 - Firefighter	18.02
27101 - Guard I	10.82
27102 - Guard II	15.08
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	16.04
28020 - Hatch Tender	16.04
28030 - Line Handler	16.04
28040 - Stevedore I	14.74
28050 - Stevedore II	17.73
29000 - Technical Occupations	
21150 - Graphic Artist	15.76
29010 - Air Traffic Control Specialist, Center (2)	31.49
29011 - Air Traffic Control Specialist, Station (2)	21.71

29012 - Air Traffic Control Specialist, Terminal (2)	23.92
29023 - Archeological Technician I	14.07
29024 - Archeological Technician II	15.74
29025 - Archeological Technician III	19.51
29030 - Cartographic Technician	17.92
29035 - Computer Based Training (CBT) Specialist/ Instructor	22.13
29040 - Civil Engineering Technician	17.02
29061 - Drafter I	14.94
29062 - Drafter II	16.26
29063 - Drafter III	20.76
29064 - Drafter IV	23.22
29081 - Engineering Technician I	13.25
29082 - Engineering Technician II	14.44
29083 - Engineering Technician III	18.43
29084 - Engineering Technician IV	20.66
29085 - Engineering Technician V	24.25
29086 - Engineering Technician VI	25.57
29090 - Environmental Technician	21.18
29100 - Flight Simulator/Instructor (Pilot)	25.30
29160 - Instructor	20.84
29210 - Laboratory Technician	17.38
29240 - Mathematical Technician	24.45
29361 - Paralegal/Legal Assistant I	14.63
29362 - Paralegal/Legal Assistant II	17.14
29363 - Paralegal/Legal Assistant III	19.90
29364 - Paralegal/Legal Assistant IV	25.36
29390 - Photooptics Technician	24.45
29480 - Technical Writer	22.32
29491 - Unexploded Ordnance (UXO) Technician I	20.02
29492 - Unexploded Ordnance (UXO) Technician II	24.22
29493 - Unexploded Ordnance (UXO) Technician III	29.03
29494 - Unexploded (UXO) Safety Escort	20.02
29495 - Unexploded (UXO) Sweep Personnel	20.02
29620 - Weather Observer, Senior (3)	19.81
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	16.21
29622 - Weather Observer, Upper Air (3)	16.21
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	11.22
31260 - Parking and Lot Attendant	8.38
31290 - Shuttle Bus Driver	10.96
31300 - Taxi Driver	8.54
31361 - Truckdriver, Light Truck	11.47
31362 - Truckdriver, Medium Truck	12.56
31363 - Truckdriver, Heavy Truck	14.87
31364 - Truckdriver, Tractor-Trailer	14.87
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	8.79
99030 - Cashier	7.97
99041 - Carnival Equipment Operator	9.28
99042 - Carnival Equipment Repairer	11.21
99043 - Carnival Worker	7.86
99050 - Desk Clerk	7.68
99095 - Embalmer	20.02
99300 - Lifeguard	10.52
99310 - Mortician	22.81
99350 - Park Attendant (Aide)	13.21
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	10.52
99500 - Recreation Specialist	11.95
99510 - Recycling Worker	12.58
99610 - Sales Clerk	10.06
99620 - School Crossing Guard (Crosswalk Attendant)	10.17
99630 - Sport Official	10.52
99658 - Survey Party Chief (Chief of Party)	16.62
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	15.11
99660 - Surveying Aide	11.26
99690 - Swimming Pool Operator	11.70
99720 - Vending Machine Attendant	10.47
99730 - Vending Machine Repairer	13.46
99740 - Vending Machine Repairer Helper	10.12

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (a numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. A operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the term of the Government contract, by the contractor, by law, or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

**REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
{Standard Form 1444 (SF 1444)}**

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed (occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order (proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees

themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employee performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.